



Non-State Capital Outlay Training Manual

Chapter 5: Cooperative Endeavor Agreements

Excerpt from Act 22 of 2011

19 Furthermore, all ports, levee districts and
20 other non-state entities must have a fully executed cooperative endeavor agreement, from
21 the Office of Facility Planning and Control, Department of Transportation and Development,
22 or the State Treasurer, whichever is appropriate, before entering into any contracts which
23 obligate state funding; and must follow all laws pertaining to public bidding. If a port, levee
24 district or other non-state entity enters into a contract prior to receipt of funding, or prior to
25 execution of a cooperative endeavor agreement, then payments under such contracts are
26 prohibited from capital outlay appropriations, and are the sole responsibility of the port,
27 levee district, or other non-state entity.

KEY POINTS

Cooperative Endeavor Agreement Process

- Cooperative Endeavor Agreement process takes time, but its completion is required for the State to participate in projects
- Receipt of the completed CEA Data Form by FP&C begins the project administration process, so Entity should send it in promptly
- Appropriation must be at least partially funded:
 - General Fund
 - GO Bonds with Line(s) of Credit granted by Bond Commission
- Funding is disbursed on an as-needed basis, not necessarily at once
- Entity must own property outright (*no mortgages*)
- Two Major Components of Cooperative Endeavor Agreement:
 - Exhibit A – classifies all expenditures by category and funding type
 - Entity to propose budget funds (*FP&C will review later*)
 - Entity to budget matching funds in “Other” column if required
 - Exhibit B – lists all funding
- Entity should fax back draft CEA components to FP&C
- FP&C will contact Entity with any questions
- FP&C will mail originals for signature, dating, and witnessing

Entity should not sign any contracts until it has a fully executed cooperative endeavor agreement in place with FP&C and has discussed such contracts with assigned FP&C Project Manager.

A written approval response from the FP&C Project Manager is recommended if State participation in contract costs is desired.

COOPERATIVE ENDEAVOR AGREEMENT DATA FORM

Complete form and return to:

Facility Planning and Control
Capital Outlay Section
Post Office Box 94095
Baton Rouge, LA 70804-9095

Telephone: (225) 342-0823
Office Fax: (225) 342-7624
Email: capitaloutlay@la.gov

Please type or print the following:

Date:

Project Name:

Parish:

FP&C Project #:

Act #:

Year:

Page:

Entity Name:

Entity Address:

Federal Identification Number:

Person authorized to sign Co-Op Agreement (Name and Title):

Telephone Number:

Fax Number:

Contact Person (Name and Title):

Telephone Number:

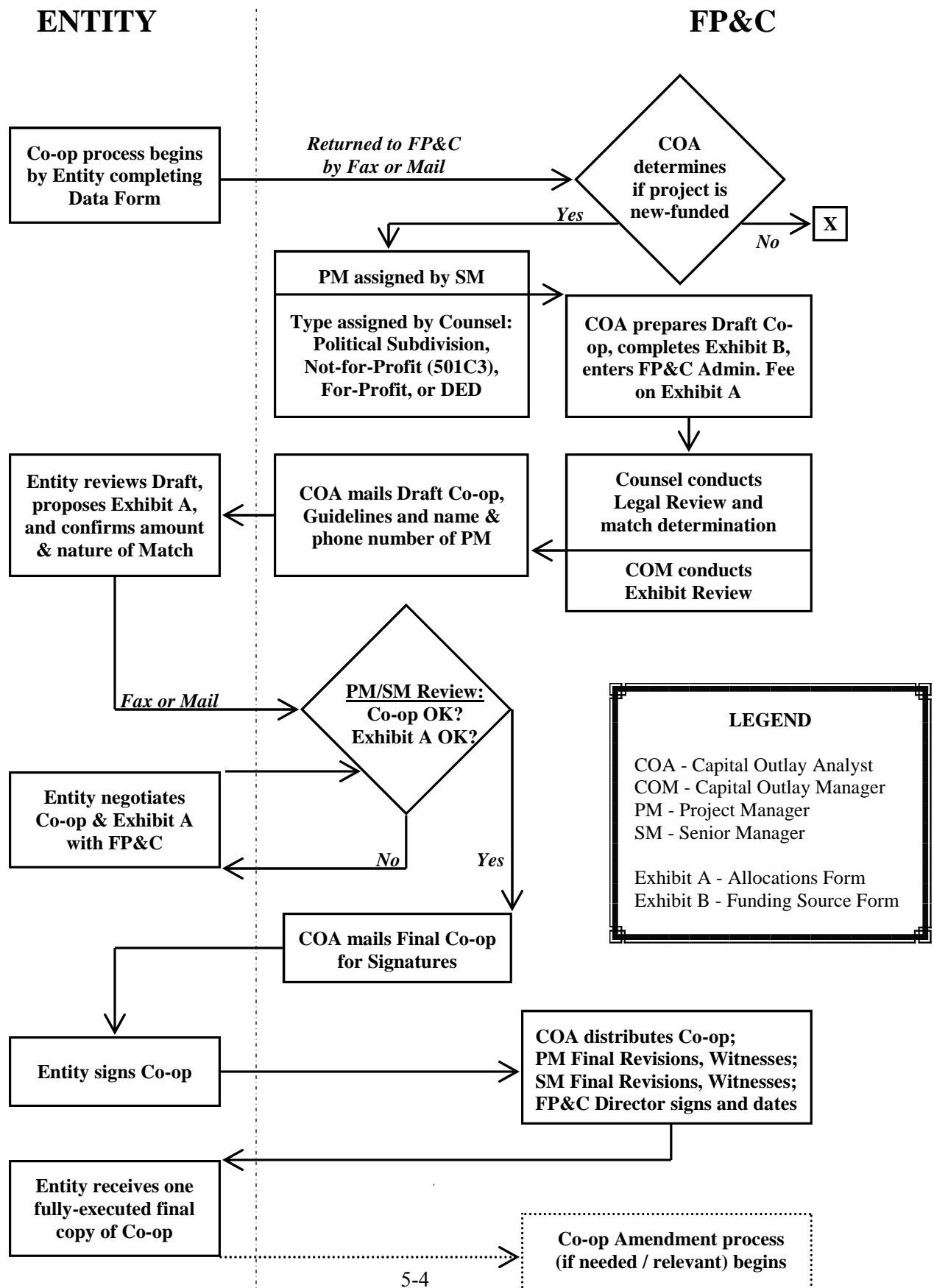
Fax Number:

Please attach the following information, if applicable:

Proof that matching funds have been received and pledged
Verification of 501(C)(3) status

For Office Use:		<i>Date received and initial</i>
	Matching Funds Verified	_____
	501(C)(3) Status Verified	_____
	Resolution Received	_____
	Port Paragraph Required	_____

Cooperative Endeavor Agreement Process Flow Chart



BOBBY JINDAL
GOVERNOR



Paul W. Rainwater
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

October 7, 2011

Mayor Placide Guidry
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: Fire Station Expansion, Acquisition, Planning and Construction (Evangeline)
FP&C Project No. 50-MZZ-11-01

Dear Mayor Guidry:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under cooperative endeavor agreements. Our Office will soon commence with the cooperative endeavor agreement (CEA) development process for the referenced project.

Enclosed is a copy of the *Non-State Entity Administrative Capital Outlay Guidelines, July 1999 edition*, which you will need as a reference during the CEA development process, as well as a continuing guide throughout the term of the project. The "*Guidelines*", by reference, will become part of the CEA between your Entity and FPC. In the near future, our Office will be sending a draft CEA to your Entity. Your Entity and our Office will be in direct contact while drafting the CEA and you will find the information in the "*Guidelines*" necessary and helpful with that process. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, your Entity **does not** have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have any questions, please contact your project manager. Thank you for your cooperation.

Sincerely,

Joyce Jenne
Capital Outlay Analyst



State of Louisiana
Division of Administration
Facility Planning and Control

FAX TRANSMITTAL SHEET

10/10/2011

TO: NAME: **Mayor Placide Guidry**
 FIRM: **Town of Marais**
 FAX NO.: **(337) 123-4567**

FROM: NAME: **Joyce Jenne, Capital Outlay Analyst**
 Facility Planning and Control
 Post Office Box 94095
 1201 North 3rd Street, Suite 7-160
 Baton Rouge, LA 70804-9095
 (225) 219-1214 FAX (225) 342-7624

RE: Project Name: **Fire Station Expansion, Planning and Construction**
 Project No.: **50-MZZ-11-01**

MESSAGE:

In order to expedite receiving your cooperative endeavor agreement, please read the following instructions carefully and complete the required information.

- Attached for your review is a draft of your Cooperative Endeavor Agreement, including Exhibit "A" which is to show the project budget (how you propose to use the funds).
- If Exhibit "A" already reflects a dollar amount estimate of the FP&C Administrative Costs, as determined by the Office of Facility Planning & Control (FP&C), include that amount in making the rest of your calculations. Fill in the Exhibit "A".
- If your project requires matching funds, please fax or mail to my attention written verification that matching funds have been received and pledged to the Project and show these funds in the "Other" column on Exhibit A.
- If the Entity named on the draft co-op does not own the property/facility, please contact your FP&C project manager or me for further discussion.
- Please verify that the name of the signatory on behalf of the Entity is spelled correctly.
- FP&C requires your Federal Tax Identification Number (Fed Tax Id No.) before it will process invoices for payment. Please verify that this number is correct.
- If the Entity is a Not-For-Profit, send verification of status immediately. The IRS letter will suffice as proof.
- Fax (225-342-7624) or mail revisions to my attention as soon as possible.
- After Exhibit A is received and approved, you will receive the copies of the Cooperative Endeavor Agreement to be formally signed, witnessed, and dated.



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS
Fire Station Expansion, Acquisition, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(Evangeline)**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JOHN L. DAVIS, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and **TOWN OF MARAIS** (Entity), a political subdivision of the State, herein represented by **PLACIDE GUIDRY, MAYOR**, do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in **Exhibits A and B**, attached hereto and made a part hereof; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in **Exhibit B**, attached hereto and made a part hereof; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in **Exhibit A**; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in **Exhibit B**; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II

PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed., which is hereby made a part of this Agreement.

ARTICLE III

SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in **Exhibits A and B**.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in **Exhibit A**.

ARTICLE IV

USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act.

The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V

ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI

PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII

COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the

Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII **CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, a change order in excess of ***One Hundred Thousand Dollars (\$100,000)***, increase or decrease, shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification

Number as set forth on **Exhibit A**, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in **Exhibit A**. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in **Exhibit A**. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in **Exhibit A**, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

ARTICLE XI

OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

ARTICLE XII

INSURANCE

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of

this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the attached Exhibit A are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. Act 28 of 2007 provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

ARTICLE XIX
AMENDMENT OF AGREEMENT

19.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

THUS DONE AND SIGNED, this _____ day of _____, 2011,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

**JOHN L. DAVIS, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

THUS DONE AND SIGNED, this _____ day of _____, 2011,
at _____, Louisiana.

WITNESSES:

TOWN OF MARAIS

By:

PLACIDE GUIDRY, MAYOR

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS
Fire Station Expansion, Acquisition, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(Evangeline)**

COSTS AND FUNDS THIS AGREEMENT (\$):

COST CATEGORIES	CAPITAL OUTLAY CASH	NON-CASH LINE OF CREDIT	OTHER	TOTAL
REAL ESTATE				
PLANNING				
CONSTRUCTION				
MISC				
EQUIPMENT				
ESCROW				
FP&C ADMIN				
TOTAL COSTS	200,000	550,000	250,000	1,000,000

Federal Tax Identification No. for Entity: **72-9999999**

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.

EXHIBIT B

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS**

**Fire Station Expansion, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(Evangeline)**

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
22	2011	GO Bonds LOC	\$ 200,000	\$ 550,000	\$ 750,000
TOTAL:			\$ 200,000	\$ 550,000	\$ 750,000

Key Points

Cooperative Endeavor Agreement Review

To review CEA draft, look at House Bill 2 [Capital Outlay Act]:

- Check entity
- Check project title
- Check project number
- Check available funding

To review Exhibit A [Project Budget], look at Capital Outlay Request:

- Check project “Cost Estimates” on page 1
- Check “Proposed New Funding”
 - Was the project fully appropriated by the Legislature?
- Check available funding
 - Did the project receive general funds / cash lines of credit / noncash lines of credit?
- Does the project meet the intent of the Act and Capital Outlay Request?
- Will the project be fully functional upon full expenditure of state funds?
 - Was the project fully funded by the Legislature and/or Bond Commission?
- Review matches: Minimum 25% match required unless exempted
- State will only pay up to 10% of total cost for design; 5% for miscellaneous
- How are the funds distributed in Exhibit A?
- Can project schedule efficiency be enhanced by consolidating state funds?

For tax id and contact info, look at CEA Data Form:

- Check federal tax identification number
- Discuss Exhibit A with identified contact

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

November 1, 2011

Honorable Placide Guidry, Mayor
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: ***Cooperative Endeavor Agreement: State of Louisiana and Town of Marais: Fire Station Expansion, Acquisition, Planning and Construction (Evangeline);
FP&C Project #50-MZZ-11-01***

Dear Mr. Guidry:

Enclosed please find four duplicate original copies of the above referenced cooperative endeavor agreement. Please execute same on behalf of the ***Town of Marais***, being careful to sign, witness and date each agreement. After all the original documents are signed please forward a signed W-9 form and all four duplicate original copies of the agreement to:

Ms. Joyce Jenne
Division of Administration
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804

When forwarding the documents to our Office, please include a copy of a Resolution from your governing authority designating an individual from the ***Town of Marais***, to act on behalf of the ***Town of Marais***, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of the ***Town of Marais***, and not a contracted consultant. This resolution is a pre-requisite for the disbursement of State funds.

After all of the documents have been executed by all parties, our Office will distribute same.

If you have any questions, please feel free to contact me.

Sincerely,

Joyce Jenne
Capital Outlay Analyst

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Facility Planning and Control

November 22, 2011

Honorable Placide Guidry, Mayor
Town of Marais
Post Office Box 9999
Marais, Louisiana 79999

Re: *Cooperative Endeavor Agreement: State of Louisiana and Town of Marais: Fire Station Expansion, Acquisition, Planning and Construction (Evangeline); FP&C Project #50-MZZ-11-01*

Dear Mayor Guidry:

Please find enclosed one (1) fully executed original of the Cooperative Endeavor Agreement between the State of Louisiana and the Town of Marais.

You are reminded to strictly adhere to all stipulations reflected in the attached Cooperative Endeavor Agreement and the associated *Non-State Entity Capital Outlay Administrative Guidelines*, which can be accessed online at <http://www.doa.state.la.us/fpc/nstate.htm>. You are encouraged to contact your FP&C Project Manager, [Name], at [Number] to review Cooperative Endeavor Agreement stipulations and Facility Planning and Control policies.

Please use the referenced project name and number on any and all correspondence sent to this office. We ask that all communication with Facility Planning and Control be through the Entity, not direct from contracted consultants or contractors. Enclosed are forms to be used when submitting **Request for Disbursement, Equipment Purchase, Construction Contract Award and Real Estate Closing**.

We encourage you to sign up for Electronic Fund Transfer (EFT). Electing to use this service can result in receiving payments sooner. To enroll, please contact the Office of Statewide Reporting and Accounting Policy at (225) 342-1097.

If there are any questions, please call (225) 219-1214.

Sincerely,

Joyce Jenne
Capital Outlay Analyst

JJ/jhw
Enclosures

Request for Disbursement

Request No. _____

Project Number: 50-MZZ-11-01

Grantee: Town of Marais

Project Name: Fire Station Expansion,
Acquisition, Planning and
Construction

Contact Person: Mayor Placide Guidry
Phone Number: (337) 123-4567

Invoices Enclosed:

Invoice Number	Vendor Name	Cost Code*	Amount
Total			

This document will hereby certify that each of the invoices on this list and attached list(s) is in accordance with the terms of the applicable contracts and/or agreements and that the services have been performed or the goods received. Furthermore, this certification also indicates compliance with the terms and conditions of the cooperative endeavor agreement by and between the State of Louisiana and the Town of Marais.

Certified Correct by Grantee: _____
(Signature)

Date: _____

(Type or Print Name)

Remit to: Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, La. 70804-9095

*Cost Code	Category
RQ	Real Estate
PN	Planning
CN	Construction
MI	Miscellaneous
EQ	Equipment

Request for FP&C Concurrence in Equipment Purchase
(Required if equipment is to be procured through a bidding process)

Project Number: 50-MZZ-11-01

Grantee: Town of Marais

Project Name: Fire Station Expansion,
Acquisition, Planning and
Construction

Contact Person: Mayor Placide Guidry

Phone Number: (337) 123-4567



To be completed by the Town of Marais.

The following information is attached and the Town of Marais requests FP&C's concurrence in purchasing equipment

from _____ in the amount of \$ _____
(Supplier) (Total Bid)

- ☐ Equipment list (with specifications, if applicable)
- ☐ Certified proof of publication of advertisement for procurement
- ☐ Certified tabulation of bids or quotes with recommendation for acceptance
- ☐ Certification that the procurement was in accordance with the Public Bid Law

Grantee: _____ Date: _____
(Signature)

(Type or Print Name)



To be completed by FP&C and returned to the Town of Marais.

- ☐ FP&C concurs with the equipment purchase
(The Town of Marais must submit a Request for Disbursement Form to draw from State funds)

- ☐ FP&C does not concur with the equipment purchase
Reason: _____

(The Town of Marais must resolve and then submit another Request for FP&C Concurrence for the equipment purchase)

- ☐ FP&C concurs with the equipment purchase, with exceptions (see attachment)

Project Manager: _____ Date: _____
(Signature)

Remit to: Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, La. 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Construction Contract Award

Project Number: 50-MZZ-11-01

Grantee: Town of Marais

Project Name: Fire Station Expansion,
Acquisition, Planning and
Construction

Contact Person: Mayor Placide Guidry

Phone Number: (337) 123-4567



To be completed by the Town of Marais.

The following information is attached and the Town of Marais requests FP&C's concurrence in the award

of the construction contract for

to

(Total Bid)

(Contractor)

- ☐ Final construction documents (plans and specifications)
- ☐ Construction document addenda
- ☐ Certification that the cooperative endeavor agreement's ownership of property requirements have been met
- ☐ Evidence of current commitment and availability of match and/or in-kind match
- ☐ Certified proof of publication of advertisement for procurement
- ☐ Certified tabulation of bids or proposals with recommendation for award
- ☐ Certification that the procurement was in accordance with the Public Bid Law
- ☐ Other _____

Grantee: _____

(Signature)

Date: _____

(Type or Print Name)



To be completed by FP&C and returned to the Town of Marais.

- ☐ FP&C concurs in construction contract award
(The Town of Marais must submit a Request for Disbursement Form to draw from State funds)

- ☐ FP&C does not concur in construction contract award

Reason: _____

(The Town of Marais must resolve and then submit another Request for FP&C Concurrence in Construction Contract Award)

Project Manager: _____

(Signature)

Date: _____

Remit to: Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, La. 70804-9095

Thank you for your cooperation!

Request for FP&C Concurrence in Real Estate Closing

Project Number:	50-MZZ-11-01	Grantee:	Town of Marais
Project Name:	Fire Station Expansion, Acquisition, Planning and Construction	Contact Person:	Mayor Placide Guidry
		Phone Number:	(337) 123-4567

To be completed by the Town of Marais.

The following information is attached and the Town of Marais requests FP&C's concurrence that the transaction is ready for closing.

- ☐ State Certified General appraisal
- ☐ Preliminary title opinion attesting that the non-state entity will have good, clear, and merchantable title upon execution of the act of sale, or title insurance
- ☐ Phase I environmental assessment, prepared by an environmental professional according to current ASTM standard practice, that also considers asbestos containing materials, lead-based paint, lead in drinking water and wetlands
- ☐ Draft act of sale with warranty that the property is free of CERCLA defined hazards and petroleum products identified in the environmental assessment as existing or suspected.

Grantee: _____ Date: _____
(Signature)

(Type or Print Name)



To be completed by FP&C and returned to the Town of Marais.

- ☐ FP&C concurs that the transaction is ready for closing
(FP&C will initiate writing a check in the amount of \$ _____)
- ☐ FP&C does not concur that the transaction is ready for closing
Reason: _____

(The Town of Marais must resolve and then submit another Request for FP&C Concurrence in Real Estate Closing)

Project Manager: _____ Date: _____
(Signature)

Remit to: Facility Planning & Control
LA Division of Administration
Post Office Box 94095
Baton Rouge, La. 70804-9095

Thank you for your cooperation!



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS
Fire Station Expansion, Acquisition, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(*Evangeline*)**

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the **STATE OF LOUISIANA** (State), herein represented by **JOHN L. DAVIS, DIRECTOR, OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) OF THE DIVISION OF ADMINISTRATION (DOA)**, and **TOWN OF MARAIS** (Entity), a political subdivision of the State, herein represented by **PLACIDE GUIDRY, MAYOR**, do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in **Exhibits A and B**, attached hereto and made a part hereof; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, **if applicable**, of State General Obligation Bonds for the Project (Project Bonds) as set forth in **Exhibit B**, attached hereto and made a part hereof; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in **Exhibit A**; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in **Exhibit B**; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II

PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, July 1999 ed., which is hereby made a part of this Agreement.

ARTICLE III

SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in **Exhibits A and B**.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in **Exhibit A**.

ARTICLE IV

USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act.

The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

4.4 The Entity shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V **ADMINISTRATIVE COSTS**

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained herein for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI **PUBLIC BID LAWS**

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII **COORDINATION**

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the

Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII **CHANGE ORDERS**

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, a change order in excess of ***One Hundred Thousand Dollars (\$100,000)***, increase or decrease, shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee.

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

ARTICLE X **DISBURSEMENT OF FUNDS**

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification

Number as set forth on **Exhibit A**, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less Escrow and FP&C Administration fee, as set forth in **Exhibit A**. **The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.**

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Bonds. FP&C agrees that it will notify the Entity of the date the Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in **Exhibit A**. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in **Exhibit A**, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the Bond Commission has either issued bonds or a cash line of credit therefor, and the Agreement is amended to provide for the disbursement thereof.

ARTICLE XI

OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

ARTICLE XII

INSURANCE

12.1 If State funds for this project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of

this agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

ARTICLE XIII **PLEDGE OF LEASE REVENUES**

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

ARTICLE XIV **TERM**

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Bonds issued for the Project, or any refunding bonds therefore, remain outstanding.

ARTICLE XV **TERMINATION**

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this agreement within two years from the execution of this agreement or, if applicable, within two years from the issuance of any bonds or for any act by the Entity that the State determines to be illegal.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the attached Exhibit A are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. Act 28 of 2007 provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time.

ARTICLE XIX
AMENDMENT OF AGREEMENT

19.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

THUS DONE AND SIGNED, this _____ day of _____, 2011,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

By:

**JOHN L. DAVIS, DIRECTOR
FACILITY PLANNING & CONTROL
DIVISION OF ADMINISTRATION**

THUS DONE AND SIGNED, this _____ day of _____, 2011,
at _____, Louisiana.

WITNESSES:

TOWN OF MARAIS

By:

PLACIDE GUIDRY, MAYOR

EXHIBIT A

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS
Fire Station Expansion, Acquisition, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(Evangeline)**

COSTS AND FUNDS THIS AGREEMENT (\$):

COST CATEGORIES	CAPITAL OUTLAY CASH	NON-CASH LINE OF CREDIT	OTHER	TOTAL
REAL ESTATE	52,500		17,500	70,000
PLANNING	60,000		20,000	80,000
CONSTRUCTION	70,000	530,000	200,000	800,000
MISC	7,500		12,500	20,000
EQUIPMENT				
ESCROW		20,000		20,000
FP&C ADMIN	10,000			10,000
TOTAL COSTS	200,000	550,000	250,000	1,000,000

Federal Tax Identification No. for Entity: **72-9999999**

1. Planning Costs shall not exceed 10% of Construction Costs. Miscellaneous Costs shall not exceed 5% of Construction Costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.

EXHIBIT B

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
TOWN OF MARAIS**

**Fire Station Expansion, Planning and Construction
FP&C Project No. 50-MZZ-11-01
(Evangeline)**

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
22	2011	GO Bonds LOC	\$ 200,000	\$ 550,000	\$ 750,000
TOTAL			\$ 200,000	\$ 550,000	\$ 750,000



State of Louisiana

Division of Administration

Office of Statewide Reporting and Accounting Policy

A MESSAGE FROM THE DIRECTOR:

The State of Louisiana sends Electronic Fund Transfers (EFTs) from the State's bank directly to the payee's bank each weekday. However, checks are printed and mailed only on Tuesdays and Fridays of each week, except for holidays. **Electing to receive payments through EFT can result in you receiving your payments sooner.**

The only requirement for participation in the EFT payment process is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Payees that elect to receive payments via EFT will not be sent paper remittance advices. This information will be transmitted electronically to the financial institution receiving these funds on your behalf. The remittance information sent electronically will mirror the information currently printed on check stubs. Remittance information includes: Issuing agency name, telephone number, agency number, document number, reference document number, invoice number, comments, and payment amount.

The State of Louisiana currently provides you with remittance information through the Internet. This Web based application is secured and presents detailed information about payments made from the State's central accounting system (ISIS). You have the ability to search for and view payment information for the most recent three years. **This site is useful for payments received by check and by EFT.**

Access to the application is via a LOG IN screen where the user must provide a valid taxpayer identification number (TIN - FEIN or SSN). The site is organized with you in mind and navigation is logical and simple. Popup help text is also available on selected fields. Availability of popup help text is signified by a question mark when you move the cursor over an item. It is accessible through OSRAP's Homepage at <http://www.doa.louisiana.gov/osrap> by clicking on the **Find Payments** button.

The following information should be verified by your bank to guarantee you are eligible for this process. The EFT payment will be transmitted using a CTX entry in ASCX12 Interchange Control Structures (ANSI ASC X12.5), Application Control Structure (ANSI ASC X12.6) and ANSI ASC X12 transactions containing the 820 Transaction Set (ANSI ASC X12.4). The 820 Transaction Set will contain your remittance information. **Your financial institution must have the ability to receive remittance information electronically and agree to provide that information to you upon request. Ensure that you specifically ask if they can provide you with the information found in the 820 Transaction Set. If you desire the receipt of remittance information as EFTs are received, you must specifically request your financial institution to provide it to you.**

By signing the attached form, you agree to receive your remittance information through your bank. You will be responsible for any fees assessed by your financial institution for this service. Please note that all payments made by the State of Louisiana to the location specified will be

made through EFT regardless of the agency requesting payment. Therefore, it is critical that you receive your remittance advices from your financial institution in a user-friendly format. If upon receipt of the remittance information, you have questions regarding a payment, you should contact the agency whose telephone number is provided.

Activation of your EFT enrollment will occur within 5 to 10 days from the time we receive your completed application form. After your enrollment has been activated, payments to you will be sent electronically in the normal course of business, unless we are notified otherwise, in writing.

If changes occur that affect your bank or account information after submitting the enrollment form, contact our office immediately at the telephone number or address listed below. Failure to do so may result in lost payments. The State will bear no responsibility for lost or misdirected payments if it is determined that you failed to notify us of changes or failed to provide correct information.

The State must identify payments to vendors via Electronic Funds Transfer (EFT) that are forwarded by the vendor to an account outside of the United States in order to comply with requirements of the United States Treasury Office of Foreign Assets Control. The rules are referred to as "International ACH Transaction (IAT) rules." ACH refers to Automated Clearing House transactions, the common name given to EFT transactions. In this case, IAT refers to the bank code used to identify the international ACH transactions. **You must check yes or no before the EFT Enrollment Form can be processed. Yes** means receipts are transferred to an account outside of the U.S. **No** means receipts are not transferred to an account outside of the U.S.

If you would like to continue receiving your payments in the form of a check, you do not need to respond. If you choose to receive your payments via EFT, the enclosed form must be completed and signed by an authorized individual within your organization and financial institution. Enrollees must agree to all of the conditions on the enrollment form. Any questions from our office will be directed to the individuals listed on the form.

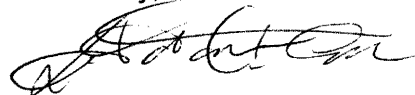
For your convenience, an enrollment form and the instructions are enclosed. Completed forms and a copy of a voided check should be mailed or faxed directly to the address below. **For confidentiality reasons, do not return this form to any State agency other than the Office of Statewide Reporting and Accounting Policy (OSRAP).** If you have any questions, please contact OSRAP at:

LA Division of Administration
Office of Statewide Reporting
and Accounting Policy
P.O. Box 94095
Baton Rouge, LA 70804-9095

OSRAP Help Desk:
Phone (225) 342-1097
FAX (225) 342-0964

I hope you will take advantage of this payment method.

Sincerely,



Afranie Adomako, CPA
Director

COMPLETING THE ENROLLMENT FORM

You are to complete the unshaded portions of the enrollment form. Please complete the fields with the following information:

Vendor Name - The name of your company or organization as it appears on the bank account referenced.

Please Check One – Select New Enrollment or Change.

Vendor Address - The mailing address of your organization to which all payments are sent.

NOTE: If this address is different from the address on your check, please explain the differences on a separate sheet and attach it to the EFT form.

Vendor FEIN/SSN - The Federal Tax Identification Number or Social Security Number of your organization.

ACH Routing Number - The 9 digit routing code of the financial institution for the specified savings or checking account to which funds will be deposited. If funds are deposited into your checking account, the routing number usually precedes your checking account number on the bottom of your checks.

Check/Savings Indicator - Circle the appropriate letter. "C" denotes a checking account and "S" denotes a savings account.

Bank Account Number - The bank account to which funds are to be deposited.

Bank ACCT DESCR - A general description of the bank account. For example, "Company XYX corporate checking account."

Bank Name - The name of the financial institution to which funds will be deposited.

Bank Address - (lines 1 - 3) The mailing address of the financial institution to which funds will be deposited.

City/State/Zip - The Bank's City/State/Zip for the mailing address listed.

Bank Telephone Number - The telephone number of the branch or bank office to contact for assistance with transmission problem resolution.

International ACH Transactions – Check the appropriate box. **Yes** means receipts are transferred to an account outside of the U.S. **No** means receipts are not transferred to an account outside of the U.S. A box must be checked before the EFT enrollment form can be processed.

Vendor's Authorized Signature - The signature of the individual completing this form (Payee).

Print Name - Print or type the name of the individual completing this form.

Title - The title of the individual completing this form.

Date - The date the form is completed.

Phone Number - The telephone number of the individual completing the form.

NOTE: Please include a copy of a voided check or a letter from your financial institution for depository accounts as verification of account information. A representative from your financial institution must complete and sign the area at the bottom of the form.

ELECTRONIC FUNDS TRANSFER ENROLLMENT FORM

* Please review instructions before completing this form. Please print or type.
* Please attach a copy of a voided check, deposit slip, or bank statement.

Vendor Name: _____		Please Check One: [] New Enrollment [] Change	
Vendor Address: _____		Vendor FEIN/SSN: _____	For OSRAP use only. Location Code: _____
ACH Routing Number: _____	Circle C for Checking or S for Savings Check/Savings Ind: C or S	Bank Account Number: _____	
Bank ACCT DESCR: _____			
Bank Name: _____		Bank Address: _____	
Bank Address: _____		Bank Address: _____	
City: _____ State: _____ ZIP _____		Bank Telephone Number: (____) _____ Ext _____	

By completing the information listed above, I hereby authorize the State of Louisiana, Division of Administration and their designees (***State***) to initiate ACH credit entries to the financial institution account listed as requested by the individual or organization above (Vendor) for payment of goods and services received. This authorization is to remain in full effect until such time as the ***State*** is notified in writing by the vendor. This notification must include such time and be in such a manner as to afford reasonable time for the ***State*** to act on it. I certify that I am authorized to complete the information listed above in the unshaded areas on behalf of the individual or organization named above and resolve issues related to enrollment. The information presented above is true and correct for the individual or organization named above. I understand that by utilizing the State's EFT payment process, I will no longer receive remittance advices from the State of Louisiana for payments issued. I am instead to contact my financial institution for remittance information and I am utilizing a financial institution which has the capability to receive such information. I am solely responsible for any fees assessed by my financial institution for their services. The ***State*** reserves the right to issue a check for payment when the situation warrants. **I agree to notify the *State* of changes to the information listed on this form immediately. Failure to provide the State with correct information or failure to notify the State of changes to bank and/or account information will result in the Vendor bearing sole liability for lost and/or misdirected payments.**

Yes.	No
------	----

Please check the appropriate box to indicate if the payments you receive are deposited in a U.S. Financial Institution and transferred to an account outside the United States. **Yes** means receipts are transferred to an account outside of the U.S. **No** means receipts are not transferred to an account outside of the U.S.

Vendor's Authorized Signature:	Print Name:	
Title:	Date: ____/____/____	Phone #: (____) ____-____ ext ____
FINANCIAL INSTITUTION:		
I confirm that the routing and account information listed above is correct and our financial institution has the ability to receive ACH credit files and remittance information electronically.		
Financial Institution's Authorized Signature:	Print Name:	
Title:	Date: ____/____/____	Phone #: (____) ____-____ ext ____